

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 18-Jul-2001		4. REQUISITION/PURCHASE REQ. NO. W26GLG11424592		5. PROJECT NO.(If applicable)	
6. ISSUED BY CONTRACTING OFFICE (CA/CW) US ARMY ENGR DIST NORFOLK ATTN: CENAO-CT 803 FRONT STREET NORFOLK VA 23510-1096		CODE DACW65		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW65-01-B-0010	
				X		9B. DATED (SEE ITEM 11) 18-Jun-2001	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u> 1 </u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Revisions The following changes are made to the subject solicitation: A. Bid opening date is changed to read 31 July 2001 at 1400 local time. B. Bid line item 0005 for the dredging of the City Long Creek (Proper) Channel is added. C. Specification sections 01270, 02235 and 028881 are deleted and replaced with revised sections 01270, 02235, and 02881. D. Specification section 01355 is added. E. Drawing H-23-14-124(8) is deleted and replaced with revised drawing H-23-14-124(8) F. 4 drawing sheets are added (City of Virginia Beach Titling and Stamping). POC Susan Hurst 757-441-7747 757-441-7183 fax susan.i.hurst@usace.army.mil							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		18-Jul-2001	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Changes in Solicitation/Contract/Order Form

The issued by organization contact has been deleted.

Changes in Section 00010

CLIN 0005 was added.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		19,038.00	Cubic Yard		

Dredging

FFP - Dredging the City Long Creek (Proper) Channel, complete, including all associated work as indicated and specified.

PURCHASE REQUEST NUMBER W26GLG11424592

NET AMT

TOTAL CLINS 0001-0005

AMENDMENT TO INVITATION FOR BID NO. DACW65-01-B-0010, TITLED
"MAINTENANCE DREDGING, LYNNHAVEN INLET, BAY AND CONNECTING
WATERS, VIRGINIA BEACH, VIRGINIA", DATED 22 JUNE 2001

1. SECTIONS 01270, 02235, AND 02881: Delete in their entirety the existing SECTIONS 01270, 02235, and 02881 and substitute therefore the new SECTIONS 01270, 02235, and 02881, issued as a part of this amendment and form a part of the contract.
2. SECTION 01355: After the last page of the SECTION and all previously issued environmental permits, insert the new environmental permits, in 22 pages, issued with this amendment and form a part of the contract.
3. REISSUED DRAWING: Contract Drawing issued as Norfolk District File No. H-23-14-124(8) is deleted in its entirety and substitute therefore the new Contract Drawing Norfolk District File No. H-23-14-124(8), reissued as a part of this amendment with a Revision "a" and form a part of the contract.
4. NEW DRAWINGS: New Contract Drawing Plans for Dredging, Long Creek, in four sheets, identified with City of Virginia Beach Titling and Stamping, are issued as a part of this amendment and form a part of the contract.

SECTION 01270

MEASUREMENT AND PAYMENT

6/01

PART 1 GENERAL

1.1 REFERENCES (Not Used)

1.2 SUBMITTALS (Not Used)

1.3 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.3.1 Payment Item No. 0001 Mobilization and Demobilization

All costs connected with the mobilization and demobilization of all of the contractor's dredging plant and equipment as defined below will be paid for at the contract lump sum price for this item. Sixty percent of the lump sum price will be paid to the Contractor upon completion of his mobilization at the work site. The remaining forty percent will be paid to the Contractor upon completion of demobilization. In the event the Contracting Officer considers that the amount in this item, sixty percent which represents mobilization and forty percent which represents demobilization does not bear a reasonable relation to the cost of the work in this contract, the Contracting Officer may require the Contractor to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the Contracting Officer will result in payment of actual mobilization costs, as determined by the Contracting Officer, at the completion of mobilization,

and actual demobilization costs, as determined by the Contracting Officer, at the completion of demobilization. The determination of the Contracting Officer is not subject to appeal.

1.3.1.1 Mobilization

Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations. This shall include transfer of dredge, attendant plant, and equipment to site, all initial installation of pipe, and any other associated work that is necessary in advance of the actual dredging operations. Also included in this item is all costs for site work in advance of dredged material placement at the disposal area, including clearing and grading, demolition and removal of piping, provision of new piping, and all associated dike construction.

1.3.1.2 Demobilization

Demobilization shall include general preparation for transfer of plant to its home base, removal of pipelines, cleanup of site of work including the placement area, and transfer of plant to its home base.

1.3.2 Payment Item Nos. 0002 Preparation, Maintenance and Final Grading of the Maple Street Placement Area

Payment for this item shall include all cost associated with the preparation, maintenance, and final grading of the placement area at Maple Street. The Contractor shall perform clearing and grubbing of vegetation, remove earth and debris, make repairs to the dike and provide new spillbox and drainage piping, and maintenance as required to assure proper drainage at the outlet pipe and operation of the spillbox for the duration of the contract. All plastic pipeline on the site shall be removed and disposed in an approved landfill. Inorganic materials and nonbiodegradable trash and debris from within the diked placement area shall be removed and disposed in an approved landfill prior to material placement operations.

1.3.3 Payment Item Nos. 0003 Preparation, Maintenance and Final Grading of the Ocean Park Placement Area

Payment for this item shall include all cost associated with

the preparation, maintenance, and final grading of the placement area at Ocean Park. This shall include the Contractor removing the existing sand/snow fencing and reinstalling it after the beach has been filled and finish graded.

1.4 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

1.4.1 Payment Item Nos. 0004 Maintenance Dredging

Payment to be made for costs associated with dredging the Entrance Channel, Turning Basin, Channel to Broad Bay, and Long Creek Side Channel, shall include the cost of removal and placement of material as indicated and specified exclusive of the mobilization and demobilization as defined above. The total amount of material removed and to be paid for under this payment item will be measured by the cubic yard in place by computing the volume between the bottom surface shown by soundings of the last surveys made before dredging, and the bottom surface shown by the soundings of surveys made as soon as practicable after the work has been completed. The volume for measurement and payment shall include the material within the limits of overdepth and side slopes described in paragraph "Required Dredging Prism, Overdepth, and Side Slopes" of SECTION 02881, less any deductions that may be required for misplaced material described in subparagraph "Misplaced Material", below. The drawings are believed to accurately represent conditions at the time of the surveys indicated. New soundings will be taken immediately before dredging. The Contractor's unit price for dredging, based on the above method of computation of the quantity for payment, shall include his evaluation of shoaling, other natural changes in the waterway, or changes caused by the Contractor's operations that might occur during the period between the surveys before

dredging and the surveys for acceptance of the work. Computations for payment purposes will be made by the Government using the average end area method and electronic data processing machines. Determination of quantities removed and the deductions made to determine quantities in place to be paid for in the areas specified, after having once been made, will not be reopened except on evidence of collusion, fraud, or obvious error.

1.4.2 Payment Item Nos. 0005 Maintenance Dredging

Payment to be made for costs associated with dredging the City Long Creek (Proper) Channel, shall include the cost of removal and placement of material as indicated and specified exclusive of the mobilization and demobilization as defined above. The total amount of material removed and to be paid for under this payment item will be measured by the cubic yard in place by computing the volume between the bottom surface shown by soundings of the last surveys made before dredging, and the bottom surface shown by the soundings of surveys made as soon as practicable after the work has been completed. The volume for measurement and payment shall include the material within the limits of overdepth and side slopes described in paragraph "Required Dredging Prism, Overdepth, and Side Slopes" of SECTION 02881, less any deductions that may be required for misplaced material described in subparagraph "Misplaced Material", below. The drawings are believed to accurately represent conditions at the time of the surveys indicated. New soundings will be taken immediately before dredging. The Contractor's unit price for dredging, based on the above method of computation of the quantity for payment, shall include his evaluation of shoaling, other natural changes in the waterway, or changes caused by the Contractor's operations that might occur during the period between the surveys before dredging and the surveys for acceptance of the work. Computations for payment purposes will be made by the Government using the average end area method and electronic data processing machines. Determination of quantities removed and the deductions made to determine quantities in place to be paid for in the areas specified, after having once been made, will not be reopened except on evidence of collusion, fraud, or obvious error.

1.5 Misplaced Material

Any material that is deposited elsewhere than in places

designated or approved by the Contracting Officer will not be paid for, and the Contractor may be required to remove such misplaced material and deposit it where directed by the Contracting Officer at the Contractor's expense.

1.6 Excessive Dredging

Material taken from outside the specific areas to be dredged or beyond the limits as extended in paragraph "Required Dredging Prism, Over depth, and Side Slopes" will be considered as excessive over depth dredging, or excessive side slope dredging, for which payment will not be made. Nothing in these specifications shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of Paragraphs SHOALING and FINAL EXAMINATION AND ACCEPTANCE of Section 01005.

1.7 Monthly Partial Payments

Monthly partial payments will be based on estimated quantities determined by the Contracting Officer.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

SECTION 02235

EXCAVATING, DIKE CONSTRUCTION (Including Spillbox and Drainage Piping), AND FINISH GRADING

06/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 760 (1997) Corrugated Steel Pipe, Metallic-Coated for Sewers and Drains

AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)

AWPA C2 (1995) Lumber, Timber, Bridge Ties and Mine Ties - Preservative Treatment by Pressure Processes

AWPA P5 (1997) Standards for Waterborne Preservatives

1.2 SUBMITTALS

The Contractor shall make submittals for the following listed reports and certificates as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken in accordance with SECTION 01440.

1.2.1 Plant Reports

Reports of inspections and tests, including analysis and interpretation of test results required to verify quality standards are met for materials provided.

1.2.2 Certificates of Compliance

Statement signed by an official authorized to certify on behalf of the manufacturer or supplier of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements which are being certified in accordance with the contract specification.

1.2.3 Manufacturer's Instructions

The Contractor shall submit manufacturer's preprinted documents which graphically show relationship of various components of the work that describe installation of the respective product, schematic diagrams of systems and details of fabrication, layouts of particular elements for the location of installation, location and types of connections, and other relational aspects of the work.

1.3 CHARACTER OF MATERIALS

The materials to be excavated are predominately sandy (SP) materials which have historically been dredged from the nearby navigation channels and placed in the disposal area. Bidders are expected to examine the site of work and decide for themselves the character and state of the materials. The Contractor shall be fully responsible for his evaluation of character and state of the materials and his selection of equipment necessary to complete the construction of work specified.

1.3.1 Satisfactory Materials for Dike Construction

All soils obtained from grading and excavating operations are classified satisfactory for use in dike construction. Soils for this use shall be separated from any nonbiodegradable trash and debris that is encountered during the grading and excavating operations. Any nonbiodegradable trash and debris that is encountered during excavating dike construction operations shall

be removed from the site and disposed of in an approved landfill.

1.4 FIELD QUALITY CONTROL

The Contractor shall establish and maintain field quality control for clearing, excavating, ditching, pipe laying, and finish grading operations to assure compliance with contract requirements, and maintain records of the quality control for all construction operations including but not limited to the items indicated below:

- a. Lines, grades and tolerances
- b. Segregation of materials
- c. Disposal and stockpiling of materials
- d. Unsatisfactory materials
- e. Conditions that may induce seepage or weaken the finished piping foundation or earthwork
- f. Stability of excavations

Records of inspections and tests, as well as the records of corrective actions taken, shall be furnished to the Government in accordance with Section 01451 CONTRACTOR QUALITY CONTROL.

1.5 DELIVERY, STORAGE, AND HANDLING

1.5.1 Delivery and Storage

Materials delivered to site shall be inspected for damage, unloaded, and stored with a minimum of handling. Materials shall not be stored directly on the ground. The inside of pipes and fittings shall be kept free of dirt and debris. The Contractor shall have a copy of the manufacturer's instructions available at the construction site at all times and shall follow these instructions unless directed otherwise by the Contracting Officer.

1.5.2 Handling

Materials shall be handled in a manner that ensures delivery to the trench in sound, undamaged condition. Pipe shall be carried to the trench, not dragged.

PART 2 PRODUCTS

2.1 SPILLBOX AND ASSOCIATED MATERIALS

2.1.1 Drainage Pipe

ASTM A 760, zinc coated, Type I pipe with annular 2-2/3 by 1/2 inch corrugations, 24-inch diameter as indicated.

2.1.2 Miscellaneous Metal Fasteners and Anchors

Type, size, and finish best suited for intended use. To the maximum extent practical items shall be hot-dipped galvanized, G90; however, other finish options shall include field-applied zinc compounds, cadmium, and aluminum paint impregnated finishes subject to the approval of the Contracting Officer.

2.1.3 Wood Construction

2.1.3.1 Grading and Marking

Lumber shall bear an AWPAs authorized gradestamp or grademark, recognized certification stamp, mark, or hammerbrand. Plywood shall bear the grademark or other identifying marks indicating grades of material and rules or standards under which produced, including requirements for qualifications and authority of the inspection organization.

2.1.3.2 Sizes

Lumber and plywood material sizes shall conform to requirements of the rules or standards under which produced. Unless otherwise specified, lumber shall be surfaced on four sides. Unless otherwise specified, sizes indicated are nominal sizes, and actual sizes shall be within manufacturing tolerances allowed by the standard under which the product is produced.

2.1.3.3 Treatment

All lumber and plywood members shall be treated. Exposed areas of treated wood that are cut or drilled after treatment shall receive a field treatment in accordance with AWPAs M4. Lumber shall be treated in accordance with AWPAs C2 with waterborne preservatives listed in AWPAs P5 to a retention level of 0.40 pcf intended for ground contact and fresh water use. Plywood shall be treated in accordance with AWPAs C9 with waterborne

preservatives listed in AWPAP5 to a retention level of 0.40 pcf intended for ground contact and fresh water use.

2.1.3.4 Moisture Content

At the time lumber and plywood materials are delivered and when installed in the work their moisture content shall be: 4 inches or less nominal thickness, 19 percent maximum; 5 inches or more nominal thickness, 23 percent maximum in a 3 inch perimeter of the timber cross-section.

PART 3 EXECUTION

3.1 DIKE CONSTRUCTION

Satisfactory excavated soil material shall be used for construction of the dike to the alignment and dimensions as shown on the plans and as specified. The required dike shall be constructed to a minimum height elevation of +14.0 feet MLLW (NOS). Dike height elevations above the +14.0 feet MLLW (NOS) are acceptable. The dike shall have a minimum top berm width of 10 feet and with 1 vertical on a 2.5 horizontal side slopes. Upon completion of dredged material placement operations, the interior and exterior face and top of berm of the finished dike shall be seeded in two equal increments. Seeding operations shall be initiated within 48 hours after attaining the specified finished grading increment. The Contractor shall be responsible for selecting seeding-materials and processes suited for the location of use and all work performed shall be in accordance with the manufacturer's printed recommendations.

3.2 SPILLBOX CONSTRUCTION

A new spillbox and drainage piping shall be constructed at the same location and to the same shape and material dimensions of the existing spillbox. Drainage pipe shall be provided on a level surface in accordance with ASTM A 760, zinc coated of Type I or II pipe with annular or helical corrugations, asphalt coated, 24-inch. The spillbox shall be anchored to a concrete slab sized and dimensioned to match existing. The slab shall be formed and poured on top of a compacted earth foundation with six inches of gravel between the compacted earth and the slab. The concrete slab shall be anchored into the ground with four screw type anchors placed near each corner of the slab, approximately 1 foot from the edge of each adjacent side, and embedded a minimum of 4 inches into the slab after the slab is poured. A minimum of four L-brackets shall be welded to the

spillbox and bolted to the slab anchor bolts when the spillbox is set in place. The slab foundation and new spillbox shall be placed so that the drainage pipe invert elevations matches that of the existing spillbox construction, and the top of the spillbox is at +12.0 feet MLLW (NOS). New weir boards shall be installed up to the +12.0 feet MLLW (NOS) elevation. Weir boards shall be treated in accordance with American Wood Preservers Institute Standard (AWPA) C2 with waterborne preservatives listed in AWPA P5 to a retention level recommended for water contact use. The spillbox shall also be further secured to the ground by six cables, each with cable couplings for adjusting cable tension, and six screw type anchors. These cables shall extend from pad eye brackets welded to the top of the spillbox to the anchors installed in the ground at an approximate angle of 45 degrees. The effluent pipeline coming from the spillbox shall be completely covered by a minimum of 2 feet of materials from the spillbox to the placement of materials for the new dike construction.

3.2.1 BACKFILL ADJACENT TO SPILL BOX

Backfill adjacent to spillbox shall be placed and compacted uniformly in such manner as to prevent wedging action or eccentric loading upon or against the structure. Slopes bounding or within areas to be backfilled shall be stepped or serrated to prevent sliding of the fill. During backfilling operations and in the formation of embankments, equipment that will overload the structure in passing over and compacting these fills shall not be used.

3.3 FINISHED EXCAVATION, FILLS, AND EMBANKMENTS

Upon completion of dredging operations, all areas covered by the project, including excavated and filled sections and adjacent transition areas, shall be uniformly smooth-graded. The finished surface shall be drained of all water pockets and graded reasonably smooth, compacted, and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from blade-grader operations, except as otherwise specified.

3.4 PROTECTION

Newly graded areas of the finished dike shall be protected from traffic and from erosion until seeded, and any settlement or washing away that may occur from any cause, prior to acceptance and approval of the established seeding, shall be repaired and

grades reestablished to the required elevations and slopes. Reseeding in repaired grade areas shall be at the Contractor's expense. All work shall be conducted in accordance with the environmental protection requirements of the contract.

--END OF SECTION--

SECTION 02881

DREDGING

6/01

PART 1 GENERAL

1.1 PLANT

Plant and equipment employed on the dredging work shall be in satisfactory operating condition, capable of safely and efficiently performing the work as indicated or specified, and shall be subject to inspection and approval by the government at all times. Equipment and machinery, including pipelines and supporting plant, shall be subject to inspection and approval by the government and kept in good condition at all times. A complete listing of all dredging plant and machinery to be used in the work, including booster pumps, skiffs, barges, and other related equipment, shall be submitted. The listing shall include year and manufacturer, operational capacities, safety features, operating and licensing requirements for operators, and a description where and how the item of equipment or plant will be employed in the work. Any leaks or deficiencies shall be promptly and properly repaired. No reduction in the capacity of the plant, once inspected and approved by the government to be sufficient for employment on the work, shall be made except by written permission of the Contracting Officer. The measure of the "capacity of Plant" shall be its actual performance on the work to which these specifications apply. The Contractor shall submit, as a part of the Work Plan and Quality Control Plan, the manufacturer's pump curve for each pump to be used during the project. This submittal shall be provided by the Contractor for the purpose of verifying his available plant capacity is sufficient to accomplish the scheduled work in accordance with all contract requirements. The submittal shall include the dredge's main pump, and if applicable, the ladder pump and any booster pump(s) to be used on the contract. If a substitution of equipment occurs during the contract, the pump curve of the new pump(s) shall be submitted at the time of substitution and recorded in the Daily Report of Operations. Each pump curve submitted shall be clearly designated with the dredge name, contract number, pump function (main pump, ladder

pump, or booster pumps) and pump size. The pump curves shall indicate each respective pump's performance (i.e., pump Hp, efficiency and rpm's) for water plotted against hydraulic head and discharge velocity and GPM's. All data provided must be accompanied with documentation verifying the pumps to be utilized in this work have provided this efficiency on previous work in conditions and for material to be removed similar to that to be accomplished for this contract. All floating plant and pipelines used as accessways or working platforms shall be equipped with walkways and guardrails conforming to Corps of Engineers Manual EM 385-1-1 and meet OSHA requirements for worker safety. All buoyant (plastic) dredge pipelines that are used on this contract shall be weighted or anchored securely to the bottom so that the pipeline will stay on the bottom, and marked with floats or buoys during daylight and amber lights during darkness to mark distinctly the entire length and course of the line.

1.2 CHARACTER OF MATERIALS

The material to be removed is the shoaling that has occurred since the Entrance Channel, Turning Basin, Channel to Broad Bay, City Long Creek (Proper) Channel, and Long Creek Side Channel were last dredged. Bidders are expected to examine the site of work and decide for themselves the character of the materials. The records of previous dredging are available in the Operations Branch at the Norfolk District. The Government does not warrant the accuracy of the records of previous dredging. Local minor variations in the subsurface materials are to be expected and, if encountered, will not be considered as being materially different within the purview of Contract Clause "DIFFERING SITE CONDITIONS". The records of previous dredging are available in the Operations Branch, Norfolk District, Corps of Engineers, 803 Front Street, Norfolk, Virginia 23510-1096. Local minor variations in the subsurface materials are to be expected and if encountered will not be considered as being materially different within the purview of Contract Clause "Differing Site Conditions".

1.2.1 Obstruction Identification

The Contractor may encounter obstructions or other debris that is not identified and may pose a hazard to navigation. The Contractor shall advise the Contracting Officer immediately of

any obstructions or other debris of this nature that is encountered.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 PLACEMENT OF EXCAVATED MATERIAL

The contractor will be required to use the designated Government- furnished Ocean Park Placement Area for the Entrance Channel, Turning Basin and the Long Creek Side Channel dredging areas and the Maple Street Placement Area for the Channel to Broad Bay dredging area. The material excavated shall be transported and deposited by a hydraulic pipeline dredge to the placement areas as indicated and specified. The dredge pipeline shall be placed and advanced in a manner to traverse and disturb native vegetation, dunes, marsh and wetlands to the minimum amount practicable. Ingress and egress of personnel and equipment across marsh and wetlands areas shall be scheduled to coincide with high tide to the maximum extent practicable. The Contractor shall submit his proposed placement plan as a part of the overall work plan and requirements of which shall be subject to approval of the Contracting Officer. The Contractor shall comply with all terms and conditions of the Department of Environmental Quality (DEQ) Water Protection Permit that is included as a part of this contract at the end of SECTION 01355 ENVIRONMENTAL PROTECTION.

3.1.1 Dredged Material Discharge at Ocean Park Placement Area

The contractor shall place the excavated material to the lines and grades indicated on the drawings, subject to such minor modifications as deemed necessary by the Contracting Officer to accommodate natural changes and variations in the beach that may have occurred since the drawings were prepared. The beach is subject to natural changes and the actual elevations at the time of the work may vary from the elevations shown on the contract drawings. The Contractor shall install a baffle plate, spreader pipes, pocket pipes, or other approved apparatus to the discharge end of the pipeline that precisely controls the placement of the beach fill material and increases the settlement rate of the material to the maximum

extent practicable. Temporary longitudinal control dikes shall be constructed in a manner that requires the effluent water to travel a minimum distance of 200 feet, measured horizontally, prior to returning to the waters of the Atlantic Ocean. Such longitudinal dikes and outfall devices shall be used to prevent transverse gullying and erosion at the point of deposit and the subsequent loss of material directly into the ocean. Once the material has been deposited, the Contractor shall distribute and grade the material to the lines and elevations as indicated and specified. The final graded beach fill segments shall be constructed to an acceptable tolerance of 0.5 foot above or 0.5 foot below the required elevation and specified grade. The contractor shall not place material in such a manner as to encroach landward of the existing sand dunes, bulkheads, seawalls, or other structures or lines indicated or as may be identified by the Contracting Officer.

3.1.2 Dredged Material Discharge at Maple Street Placement Area

The Contractor shall maintain the integrity of each respective dike and employ proper dredging techniques to assure dredged material is confined to the diked placement area at all times.

The Contractor shall immediately suspend dredging and placement operations in the event of any dike or containment failure. The Contractor may resume work only when such failures have been corrected. The Contractor may be required to recover at no additional cost to the Government any material improperly placed as a result of dike or containment failure. Damages and claims due to any failure of the dike due to construction error or negligence in operations is the responsibility of the Contractor. The Contractor shall install a baffle plate, diffuser, or other approved apparatus to the discharge end of the dredge pipeline that shall precisely control the placement of the dredged material and increase the settlement rate of the material to the maximum extent practicable. Upon completion of material placement operations, the entire interior area of the placement area shall be uniformly smooth-graded to assure positive drainage and elimination of undrained pockets and abrupt humps. The finished surface shall be reasonably smooth, compacted, and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from blade-grader

operations. At the completion of the scheduled work, the Contractor shall leave the spillbox in a well-maintained and operable condition to assure adequate site drainage.

3.1.3 Watches at Ocean Park Beach Placement Area

During beach placement operations, the Contractor shall provide qualified personnel 24-hours per day at the discharge area. At all times during discharge of material on the beach, at least 2 persons shall be assigned on watch duty with whistles, flashlights, and two-way radio communication with the dredge whose sole responsibility is to keep the public out of the work area around the discharge pipeline. Work shall not be performed on the beach fill area unless the designated watch persons are on site.

3.1.4 Sand Dune and Existing Beach Protection

The Contractor shall protect from damage all existing sand dunes and maintain in place any existing beach material that is above the required placement elevation for this contract. The Contractor shall not borrow material or grade material from these areas or disturb vegetation on dunes. The operation and movement of vehicles, equipment and personnel on, over, or across sand dunes is specifically prohibited except at crossing points that have been approved by the Contracting Officer.

3.1.5 Water Quality Monitoring Controls

In addition to the requirements specified in paragraph "Control of Placement Area Effluent", the Contractor shall take all precautions that in the opinion of the Contracting Officer may be necessary to minimize the escape of dredged material into the navigable waters. Water samples of nearby navigable waters shall be taken daily during dredging operations up current from the dredge and at the spillbox. Water samples from the water surface in the vicinity of the overboard placement areas and at the spillbox shall be taken as often as necessary to conform to the requirements as specified, but not less than twice daily. Density tests shall be performed on all work samples as outlined in paragraph titled "Control of Placement Area Effluent", in a manner and at proposed locations as approved by the Contracting Officer.

In the event the water sample taken from the vicinity of the beach placement area or spillbox proves to be greater than 5 grams per liter in excess of the density of water sample taken in the vicinity of the area being dredged, dredging operations shall be stopped immediately or the discharge flow shall be reduced. Dredging can resume maximum operations once the difference in the density tests becomes less than 5 grams per liter. All samples taken shall be recorded by the contractor and included with the Daily Report of Operations. The Contractor shall provide constant monitoring of the placement operations when dredging and material placement operations are in progress. Monitoring personnel shall have fully functional two-way radio communications with the dredge operator at all times when dredging is in progress. Frequent communication checks shall be made to assure proper material placement during dredging operations. In the event of any communications failure or improper material placement is determined, all dredging and placement operations shall be immediately suspended until communications are restored as approved by the Contracting Officer, or in the event of improper material placement, until proper material placement procedures are reestablished by the Contractor as approved by the Contracting Officer. All costs resulting from suspensions of work as specified above shall be the responsibility of the Contractor and at no additional expense to the government.

3.1.6 Warning Signs

The contractor shall erect and maintain at his own expense suitable navigation warning signs at each end of a submerged pipeline and at any other points necessary to prevent hazards to navigation.

3.1.7 Examination of Pipeline

The pipeline, including connections used for a submerged line, shall be examined and determined to be in good condition to reasonably expect it to last throughout the job without wearing to the extent of allowing leaks.

3.1.7.1 Leaks

In the event that leaks occur anywhere in the pipeline, the contractor will be required to immediately discontinue using the

respective equipment until the leaks are stopped. The contractor shall also be required to recover at no cost to the Government any material improperly placed because of a leak or leaks in the equipment.

3.2 PLACEMENT AREA CONTROL

All markings to be placed in the field by the Contractor for layout of the work, including but not limited to placement area control points, pipeline routes, range markers and buoys, or for any other control purpose shall be provided by a professional engineer or surveyor licensed in the Commonwealth of Virginia. The in-place markings shall be verified by the Government before commencement of dredging and placement operations. The contractor shall give the Contracting Officer a minimum 14 calendar day written notice in advance of commencement of dredging operations to assure the completion of the Government verification review of the in-place markings.

3.3 REQUIRED DREDGING PRISM, OVERDEPTH, AND SIDE SLOPES

3.3.1 Required Dredging Prism

Within the specific areas indicated to be dredged or areas approved by the Contracting Officer, the required dredging prism is defined by the required depths and applicable side slopes as indicated and specified. The actual quantity within the required dredging prism will be computed from the last surveys made before dredging.

3.3.2 Overdepth

To cover inaccuracies of the dredging process, material actually removed from within the specific areas to be dredged to a depth of not more than one foot below the required depth will be estimated and paid for at the contract price.

3.3.3 Side Slopes

Material actually removed, within limits approved by the Contracting Officer, to provide for final side slopes not flatter than 1 vertical on 3 horizontal, but not in excess of the amount originally lying above this limiting side slope, will

be estimated and paid for, whether dredged in original position or by dredging space below the pay slope plane at the bottom of the slope for upslope material capable of falling into the cut.

In computing the limiting amount of side-slope dredging an overdepth of one foot measured vertically will be used.

3.3.4 Method of Obtaining Soundings

Soundings to determine the volume of material removed under this contract will be made with an Innerspace Technology, Inc. Model 448 Thermal Depth Sounder Recorder with an operating frequency of 208 kilohertz and a 3 degree beamwidth at -3db. The equipment will be calibrated by the bar/ball check or velocity probe method to compensate for variations of the velocity of sound in water.

3.3.5 Basis of Surveys

The Government hydrographic surveys shall be the sole basis for determining payment for dredging and final acceptance.

3.4 QUALITY CONTROL

The contractor shall establish and maintain a quality control system for all dredging operations to assure compliance with contract requirements and record his inspections and tests under this system.

3.4.1 Inspections and Testing Requirements

Inspections and testing shall be the responsibility of the Contractor including but not limited to the following:

3.4.1.1 Control of Dredging Area and Placement Area Effluent

The Contractor shall take samples as often as required but at least twice daily. The density of the effluent shall be determined by a hydrometer or weight-volume method as hereinafter specified. The Contractor will have the option of the hydrometer method when settled solids are not present in the sample. When settled solids are present the weight-volume method shall be employed for density determinations. The same technique shall be used for making the water density determinations in the vicinity of the benchmark area as in the

respective work and placement areas. When the hydrometer is used, an instrument such as Fisher Brand #14-331-5C2, or approved equal, shall be used. When the weight-volume method is employed, a 1,000 c.c. laboratory cylinder and a scale or balance capable of weighing the sample and cylinder to the nearest gram shall be used.

3.4.1.2 Equipment and Machinery Requirements

All measuring equipment, global positioning systems (GPS) and other electronic positioning systems, data plotting and recording equipment, and the procedures associated with each respective item of equipment, shall be subject to the approval of the Contracting Officer. Verification of current calibration for each respective item of equipment, as approved by the Contracting Officer, shall be provided by the Contractor prior to use of the equipment on the work. All records produced by the equipment shall be inspected and certified as complete by the Contractor's Quality Control Representative and included as a part of the Daily Quality Control Report.

3.4.1.3 Miscellaneous Inspections and Test Records

A copy of the records of all inspections and tests, as well as record of corrective action taken, shall be included in the Control Plan and furnished to the Contracting Officer as a part of the Daily Quality Control Report.

3.4.1.4 Inspection and Test Records

A copy of the records of inspections and tests, as well as record of corrective action taken, shall be provided to the Contracting Officer with the Daily Report of Operations.

3.4.1.5 Reporting and Certificates

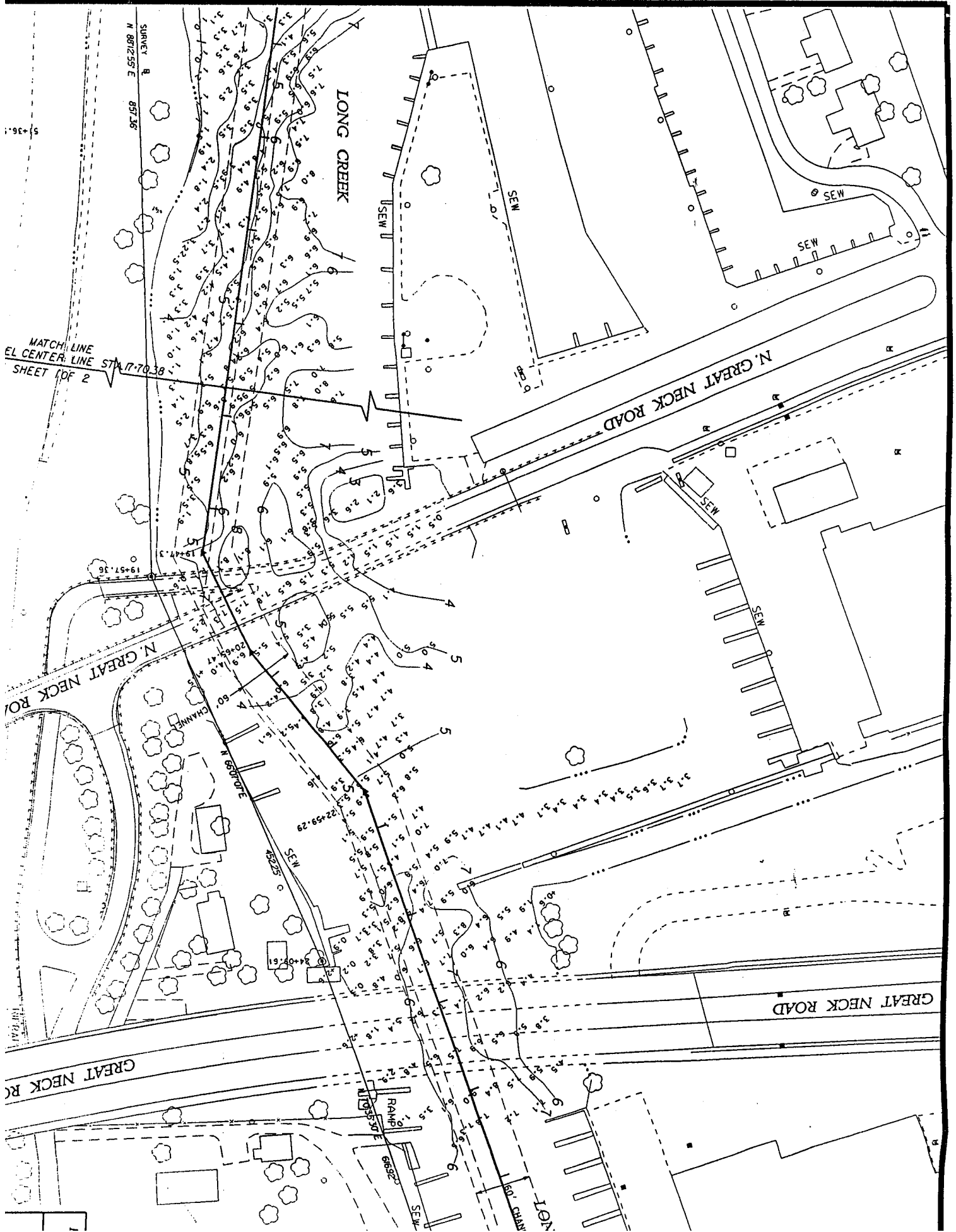
All measuring, plotting, and recording equipment and procedures shall be subject to the approval of the Contracting Officer. Verification of their calibration, certified by the Contractor's Quality Control Representative, shall be furnished prior to use on the work. All records produced by the equipment shall be authenticated by the authorized representative of the contractor and then provided to the

Contracting Officer with the Daily Report of Operations.

3.5 REPORTING REQUIREMENT

The Contractor shall prepare and maintain a Daily Report of Operations and furnish copies daily to the Contracting Officer. A copy of the form prescribed for recording the required information and any further instructions on the preparation of the report will be furnished at the preconstruction conference noted in Section 01005. The Contractor shall also furnish the following item daily to the Contracting Officer during dredging operations:

- (1) Copy of dredge leverman's log
- (2) Records of dredge pump vacuum and pressure gauge readings



CHANNEL CENTER LINE DATA

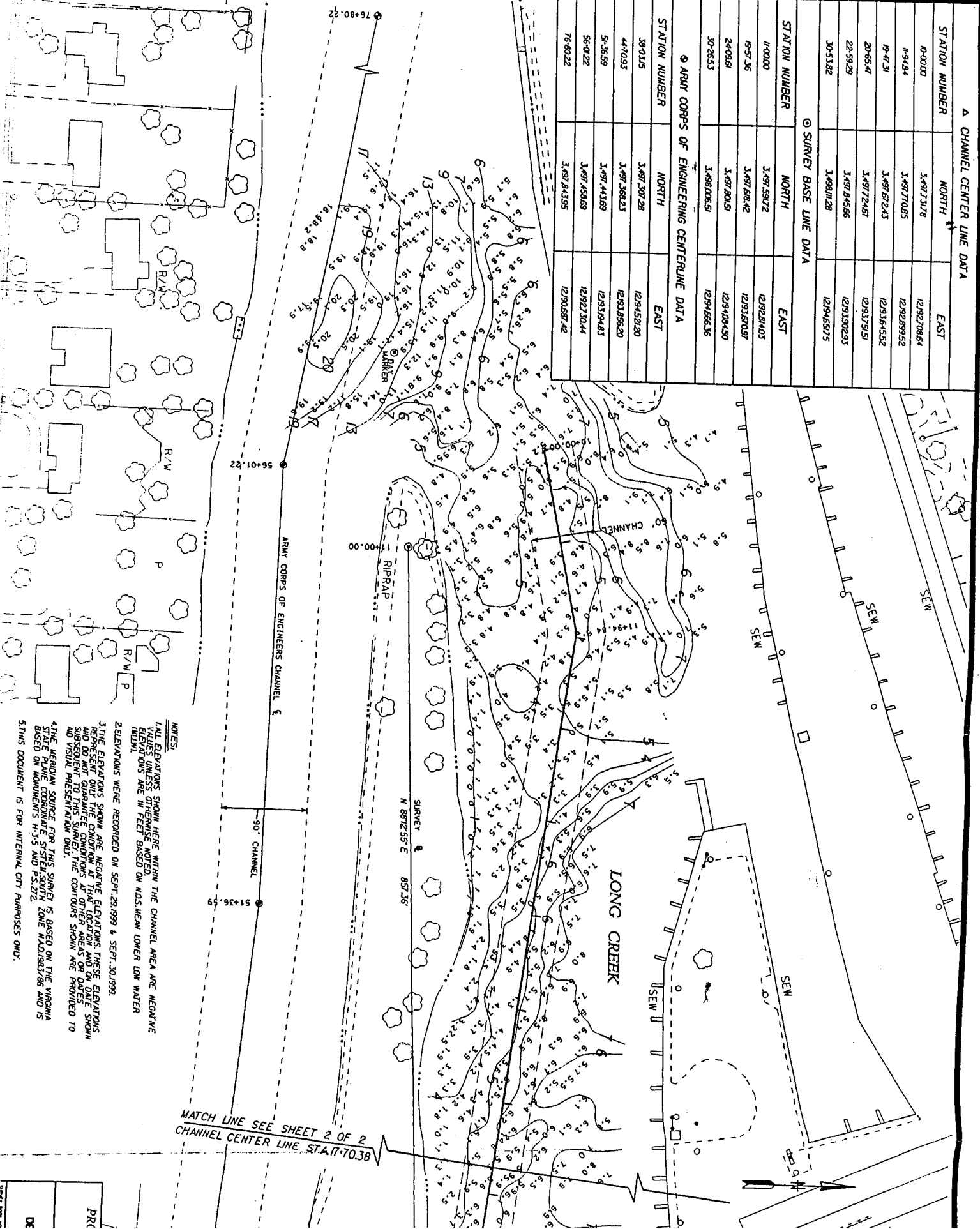
STATION NUMBER	NORTH	EAST
0+00.00	3,497.73178	12,922.0864
1+94.84	3,497.77085	12,922.09952
2+47.31	3,497.87243	12,936.6552
2+65.47	3,497.72457	12,937.951
2+59.29	3,497.84566	12,933.0223
3+53.82	3,498.11128	12,946.875

◎ SURVEY BASE LINE DATA

STATION NUMBER	NORTH	EAST
1+00.00	3,497.58172	12,922.4103
1+57.36	3,497.68442	12,936.7097
2+09.61	3,497.80151	12,940.6450
3+06.53	3,498.00651	12,946.6636

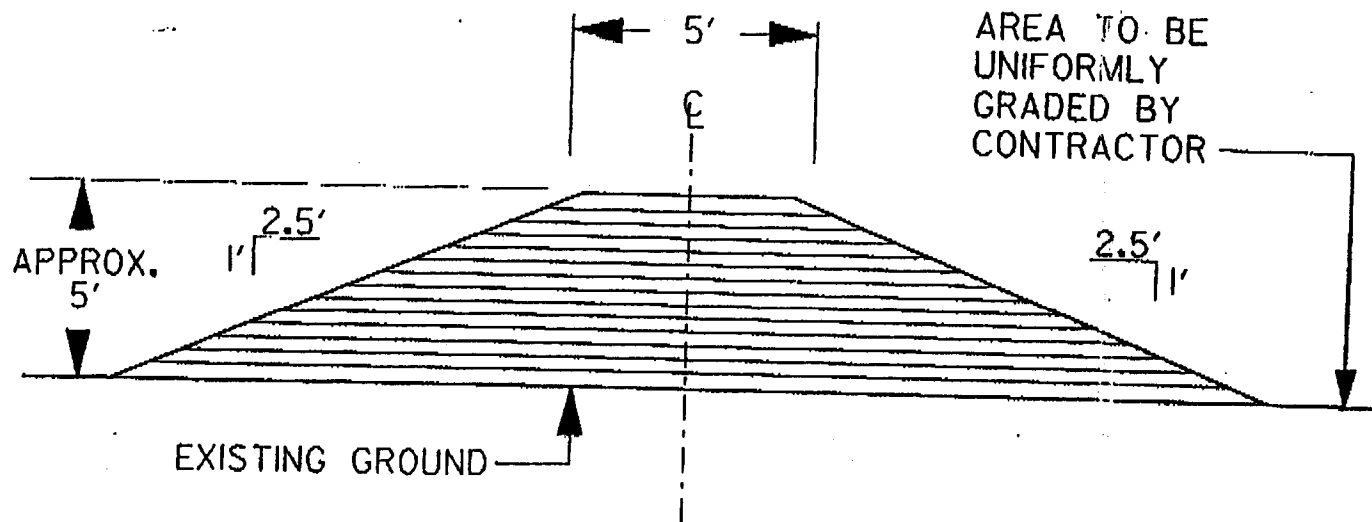
◎ ARMY CORPS OF ENGINEERING CENTERLINE DATA

STATION NUMBER	NORTH	EAST
3+00.00	3,497.30028	12,945.2120
4+70.93	3,497.36823	12,953.85620
5+35.59	3,497.44159	12,953.9443
5+00.22	3,497.45869	12,952.3044
7+80.22	3,497.44195	12,950.68742



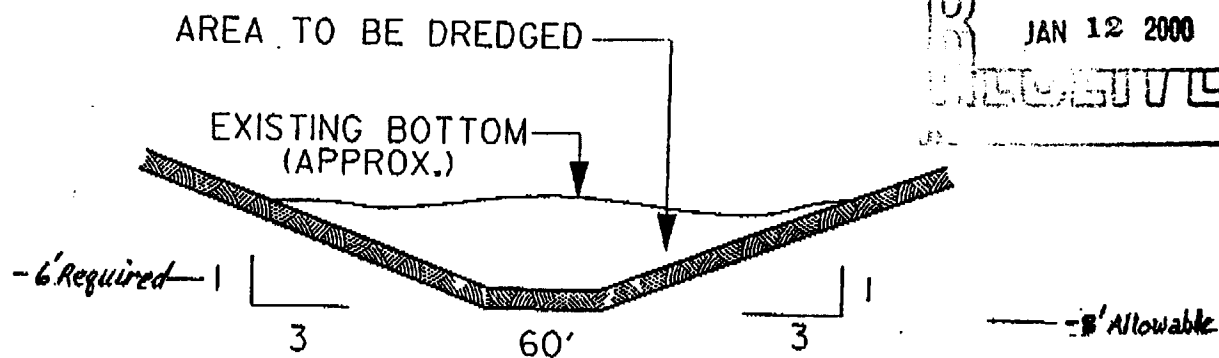
MATCH LINE SEE SHEET 2 OF 2
CHANNEL CENTER LINE STA. 17+70.38

NOTES:
1. ALL ELEVATIONS SHOWN HEREIN WITHIN THE CHANNEL AREA ARE NEGATIVE VALUES UNLESS OTHERWISE NOTED.
2. ELEVATIONS ARE IN FEET BASED ON NAD 83 MEAN LOWER LOW WATER (MLLW).
3. ELEVATIONS WERE RECORDED ON SEPT. 29, 1999 & SEPT. 30, 1999.
4. THE ELEVATIONS SHOWN ARE NEGATIVE ELEVATIONS. THESE ELEVATIONS REPRESENT THE ELEVATION OF THE CHANNEL BED AT THE LOCATION AND ON DATE SHOWN SUBSEQUENT TO THIS SURVEY. THE CONTOURS SHOWN ARE PROVIDED TO INDICATE THE TERRAIN ONLY.
5. THE HORIZONTAL SOURCE FOR THIS SURVEY IS BASED ON THE VIRGINIA STATE PLANE COORDINATE SYSTEM, ZONE 18N, NAD 83, 86 AND IS BASED ON MONUMENTS H-35 AND P-5-272.
6. THIS DOCUMENT IS FOR INTERNAL CITY PURPOSES ONLY.

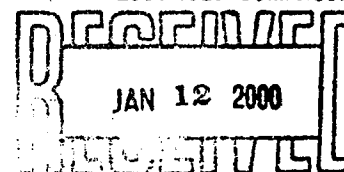


PLACEMENT AREA DIKE

SCALE: 1" = 5'



MARINE RESOURCES COMMISSION



PROPOSED CHANNEL SECTION

HORIZONTAL SCALE 1" = 100'

VERTICAL SCALE 1" = 20'

PURPOSE: NAVIGATION
DATUM: M.L.W.

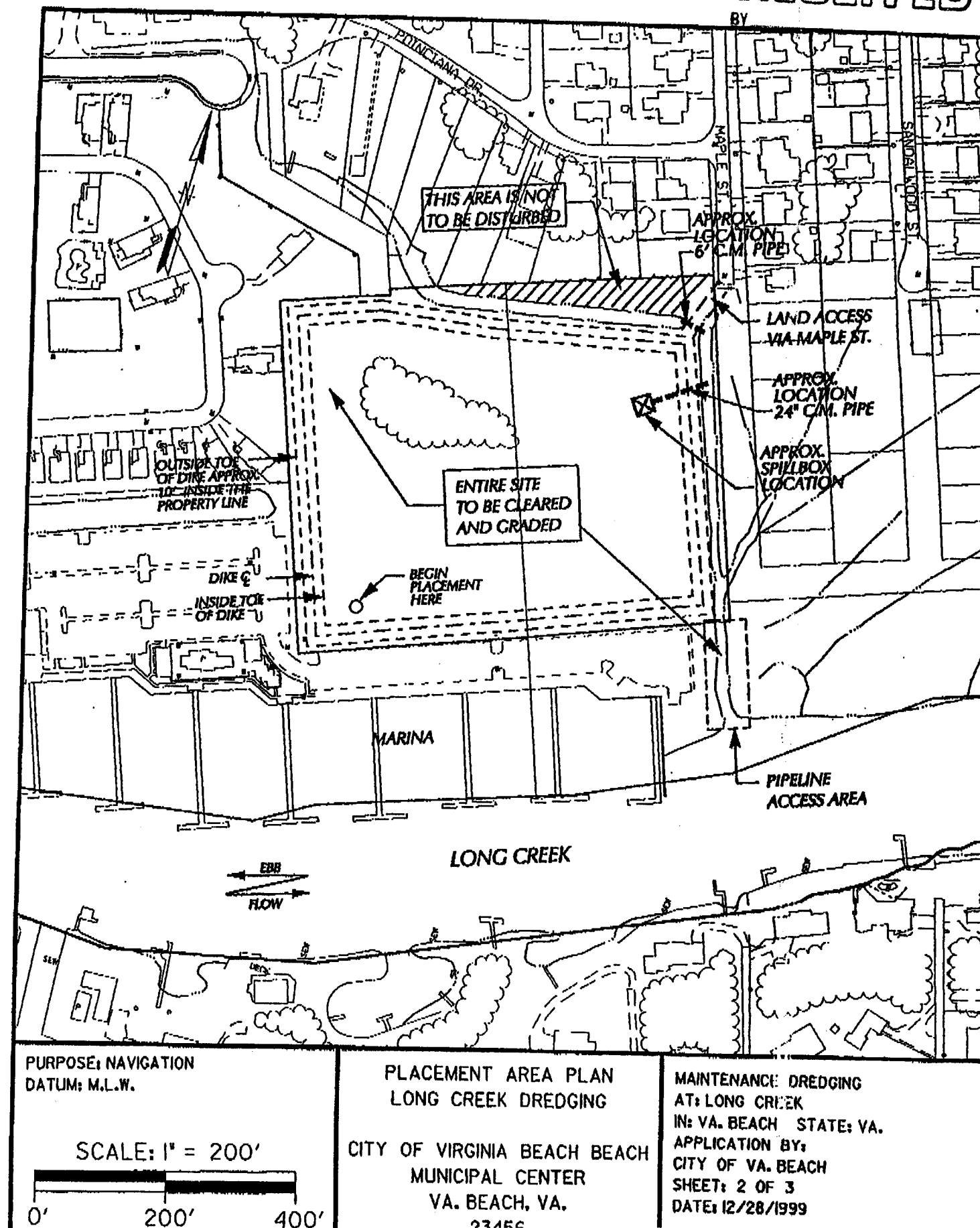
TYPICAL SECTIONS
LONG CREEK DREDGING

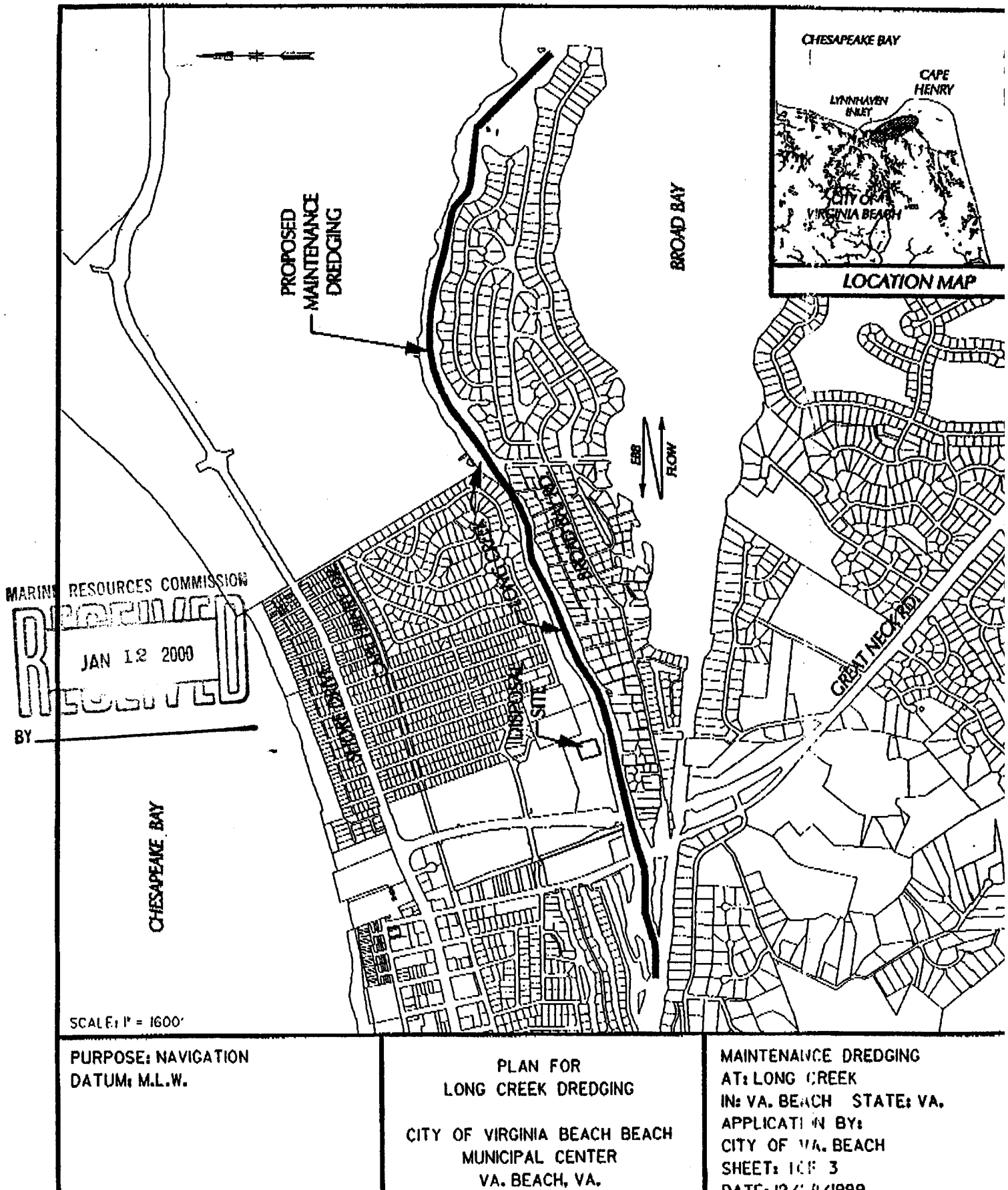
CITY OF VIRGINIA BEACH BEACH
MUNICIPAL CENTER
VA. BEACH, VA.
23456

MAINTENANCE DREDGING
AT: LONG CREEK
IN: VA. BEACH STATE: VA.
APPLICATION BY:
CITY OF VA. BEACH
SHEET: 3 OF 3
DATE: 12/28/1999

M.J.S.

RECEIVED
JAN 12 2000





A permit issuing fee of: \$100.00

and a royalty of: n/a

for a total of \$100.00

This permit consists of 8 sheets.

PERMITTEE

Permittee's signature is affixed hereto as evidence of acceptance of all of the terms and conditions herein.

In cases where the Permittee is a corporation, agency or political jurisdiction, please assure that the individual who signs for the Permittee has proper authorization to bind the organization to the financial and performance obligations which result from activity authorized by this permit.

PERMITTEE

Accepted for City of Virginia Beach

28 day of FEBRUARY, 2000

By *Phillip J. Roehrs* COASTAL ENGINEER
(Name) (Title)

State of VIRGINIA
City (or County) of VIRGINIA BEACH, to-wit:

I, AILEEN S. PETTY, a Notary Public in and for said City (or County) and State hereby certify that PHILLIP J. ROEHRS, Permittee, whose name is signed to the foregoing, has acknowledged the same before me in my City (or County) and State aforesaid.

Given under my hand this 28 day of FEBRUARY, 2000

My Commission Expires: Sept. 30, 2003

Notary Public

Aileen S. Petty

COMMISSION

IN WITNESS WHEREOF, the Commonwealth of Virginia, Marine Resources Commission has caused these presents to be executed in its behalf by Robert W. Grabb, Chief, Habitat Management
(Name) (Title) Marine Resources Commission

15th day of March, 2000

by

Robert W. Grabb

State of Virginia

City of Newport News, to wit:

I, Barbara A. Cundiff, a Notary Public within and for said City, State of Virginia, hereby certify that Robert W. Grabb, whose name is signed to the foregoing, bearing the 22nd day of February 2000, has acknowledged the same before me in City aforesaid.

Given under my hand this 15th day of March, 2000

My Commission Expires: 4-30-2003

Notary Public

Barbara A. Cundiff

The following special conditions are imposed on this permit:

- (16) The yellow placard accompanying this permit document must be conspicuously displayed at the dredge site throughout the construction phase of the authorized activity.
- (17) Permittee agrees to notify the Commission a **minimum** of 15 days prior to the start of the construction activities authorized by this permit.
- (18) A pre-dredging conference shall be held on site prior to the commencement of the dredging. The meeting shall be attended by the Permittee, the dredging contractor and a member of the VMRC staff. The meeting shall be held within seven (7) days prior to the commencement of dredging and shall include an inspection of the dredge material containment area, an inspection of the previously staked dredge area, and a discussion of the terms and conditions of the permit.
- (19) The Permittee shall provide a post-dredging bathymetric survey of the dredged area within 30 days of the completion of the dredging. The survey shall be signed and dated as being accurate and true. The survey shall be referenced to mean low water and shall include a transect at the channelward end of the dredge cut and at 200 foot intervals along the dredged channel to the landward terminus of the dredged area. Accurate bathymetric data from each transect shall be used to establish the top width of the dredge cut($\pm 1'$) and shall include a depth measurement exterior to both sides of the dredge cut.
- (20) The post-dredge survey depths shall vary uniformly between minus seven and a half feet (-7.5') and eight and a half feet (-8.5') at mean low water, with the average depth approximating minus eight feet (-8.0') at mean low water. Any areas dredged deeper than minus eight and a half feet (-8.5') will be considered a violation of the Commission's permit and subject to enforcement action.

**COMMONWEALTH OF VIRGINIA
MARINE RESOURCES COMMISSION
PERMIT**

The Commonwealth of Virginia, Marine Resources Commission, hereinafter referred to as the Commission, on this 22nd day of February 2000, hereby grants unto:

**City of Virginia Beach
Office of Beach Management
Municipal Center, Building 2, Room 340
2405 Courthouse Drive
Virginia Beach, Virginia 23456-9031**

hereinafter referred to as the Permittee, permission to:

- x Encroach in, on, or over State-owned subaqueous bottoms pursuant to Chapter 12, Subtitle III, of Title 28.2 of the Code of Virginia.
- Use or develop tidal wetlands pursuant to Chapter 13, Subtitle III, of Title 28.2 of the Code of Virginia.

Permittee is hereby authorized to hydraulically maintenance dredge approximately 20,000 cubic yards of subaqueous material on an as-needed basis annually from the Long Creek municipal channel to restore maximum project depths of minus eight feet (-8') at mean low water with an allowable overdredge tolerance of plus or minus six inches. All activities authorized herein shall be accomplished in conformance with the plans and drawings dated received 1/12/00, and 1/20/00, which are attached and made a part of this permit.

This permit is granted subject to the following conditions:

- (1) The work authorized by this permit shall be completed by **February 28, 2003**. The Permittee shall notify the Commission when the project is completed. The completion date may be extended by the Commission in its discretion. Any such application for extension of time shall be in writing prior to the above completion date and shall specify the reason for such extension and the expected date of completion of construction. All other conditions remain in effect until revoked by the Commission or the General Assembly.
- (2) This permit grants no authority to the Permittee to encroach upon the property rights, including riparian rights, of others.
- (3) The duly authorized agents of the Commission shall have the right to enter upon the premises at reasonable times, for the purpose of inspecting the work being done pursuant to this permit.
- (4) The Permittee shall comply with the water quality standards as established by the Department of Environmental Quality, Water Division, and all other applicable laws, ordinances, rules and regulations affecting the conduct of the project. The granting of this permit shall not relieve the Permittee of the responsibility of obtaining any and all other permits or authority for the projects.
- (5) This permit shall not be transferred without written consent of the Commissioner.
- (6) This permit shall not affect or interfere with the right vouchsafed to the people of Virginia concerning fishing, fowling and the catching of and taking of oysters and other shellfish in and from the bottom of acres and waters not included within the terms of this permit.
- (7) The Permittee shall, to the greatest extent practicable, minimize the adverse effects of the project upon adjacent properties and wetlands and upon the natural resources of the Commonwealth.
- (8) This permit may be revoked at any time by the Commission upon the failure of the Permittee to comply with any of the terms and conditions hereof or at the will of the General Assembly of Virginia.
- (9) There is expressly excluded from the permit any portion of the waters within the boundaries of the Baylor Survey.
- (10) This permit is subject to any lease of oyster planting ground in effect on the date of this permit. Nothing in this permit shall be construed as allowing the Permittee to encroach on any lease without the consent of the leaseholder. The Permittee shall be liable for any damages to such lease.
- (11) The issuance of this permit does not confer upon the Permittee any interest or title to the beds of the waters.
- (12) All structures authorized by this permit which are not maintained in good repair shall be completely removed from State-owned bottom within three (3) months after notification by the Commission.
- (13) The Permittee agrees to comply with all of the terms and conditions as set forth in this permit and that the project will be accomplished within the boundaries as outlined in the plans attached hereto. Any encroachment beyond the limits of this permit shall constitute a Class 1 misdemeanor.
- (14) This permit authorizes no claim to archaeological artifacts which may be encountered during the course of construction. If, however, archaeological remains are encountered, the Permittee agrees to notify the Commission, who will, in turn notify the Department of Historic Resources. The Permittee further agrees to cooperate with agencies of the Commonwealth in the recovery of archaeological remains if deemed necessary.
- (15) The Permittee agrees to indemnify and save harmless the Commonwealth of Virginia from any liability arising from the establishment, operation or maintenance of said project.

City of Virginia Beach

VMRC #00-0057

Page 2

March 15, 2000

The work authorized by this permit is to be completed by February 28, 2003. Please note that in conformance with Special Condition 17 of your permit you are to notify the Commission prior to commencement of your permitted project. The enclosed self-addressed, stamped post card is to be used for this purpose. All other conditions of the permit will remain in effect.

Please be advised that you may also require issuance of a U. S. Army Corps of Engineers permit before you begin work on this project. You may wish to contact them directly to verify any permitting requirements.

Sincerely,



Robert W. Grabb
Chief, Habitat Management

RWG/bac

HM

~~Enclosure~~

cc: U. S. Army Corps of Engineers
Virginia Beach Wetlands Board
Applicant



COMMONWEALTH of VIRGINIA

James S. Gilmore, III
Governor

John Paul Woodley, Jr.
Secretary of Natural Resources

Marine Resources Commission

2600 Washington Avenue
P.O. Box 756
Newport News, Virginia 23607-0756

William A. P.
Commissioner

March 15, 2000

Mr. Robert E. Hunt
Civil Engineer
City of Virginia Beach
Office of Beach Management
2405 Courthouse Dr.
Municipal Center, Building 2, Room 340
Virginia Beach, VA 23455-9031

RE: VMRC #00-0057

Dear Mr. Hunt:

Enclosed is the Marine Resources Commission permit for your proposal to hydraulically maintenance dredge approximately 20,000 cubic yards of subaqueous material on an as-needed basis annually from the Long Creek municipal channel to restore maximum project depths of minus eight feet (-8') at mean low water with an allowable overdredge tolerance of plus or minus six inches.

A yellow placard is also enclosed. This placard reflects the authorized activities for inspection purposes and must be conspicuously displayed at the work site throughout the construction phase. Failure to properly post the placard in a prominent location will be considered a violation of your permit conditions.

YOU ARE REMINDED THAT ANY DEVIATION FROM THE PERMIT OR ATTACHED DRAWINGS REQUIRES PRIOR AUTHORIZATION FROM THE MARINE RESOURCES COMMISSION. FAILURE TO OBTAIN THE NECESSARY MODIFICATION WILL BE CONSIDERED A VIOLATION AND COULD SUBJECT YOU TO CIVIL CHARGES IN AMOUNTS NOT TO EXCEED \$10,000 PER VIOLATION.

An Agency of the Natural Resources Secretariat

TELEPHONE (757) 247-2000 FAX (757) 247-2000 VTDG INFORMATION AND FORMS UNIT 1-800-544-4010 VTDG

Permit # 00-0057



Commonwealth of Virginia Marine Resources Commission Authorization

A Permit has been issued to: City of Virginia Beach
Office of Beach Management
Municipal Center, Building 2, Room 340
2405 Courthouse Drive
Virginia Beach, Virginia 23456-9031

The Permittee is hereby authorized to: Hydraulically maintenance dredge approximately 20,000 cubic yards of subaqueous material on an as-needed basis annually from the Long Creek municipal channel to restore maximum project depths of minus eight feet (-8') at mean low water with an allowable overdredge tolerance of plus or minus six inches.

Issuance Date: 2-22-2000

Expiration Date: 2-28-2003

Commissioner or Designee

This Notice Must Be Conspicuously Displayed At Site Of Work

Actions by U.S. Army

Corps of Engineers: The Army Corps of Engineers plans to issue an ASP-18 for the proposed project.

Staff Comments: The City proposes maintenance dredging of the Long Creek Navigation Channel to the previously authorized depth of -8 feet mean low water and bottom width of 60 feet. They have requested a ten year permit term, with a maximum of 20,000 cubic yards dredged annually. While this dredging amount and frequency is not anticipated, it was requested as a cushion to cover any unforeseen circumstances that might require more frequent dredging. The City's plan is to dredge the channel on an "as needed" basis to maintain navigational access. They only plan to dredge about 7,000 cubic yards this year along a 1,240 linear foot stretch of the creek near Davis Island, where shoaling is reportedly causing navigation problems. All dredging will be via hydraulic method with dredged material (80% sand, 20% silt/clay) pumped directly into the existing City dredged material management area, located adjacent to Long Creek, just east of Great Neck Road. This area discharges via pipeline into an adjacent ditch and travels approximately 500-600 feet before discharging into Long Creek. No wetlands will be impacted by this project as the channel runs down the center of the 100-200 foot wide creek, a considerable distance from the creek shoreline and wetland communities.

In 1991, the City applied for a one-time dredge event of the channel. The Central Office issued a waiver for this one-time event. The Corps issued an individual permit. Because, in the current application, the City is requesting numerous dredging events for a major navigation channel, issuance of a waiver is not appropriate. Therefore, staff has determined that issuance of a permit is required. As this is the first issuance for this project, notification of riparian property owners is required. Notification letters were mailed on March 21, 2000. No comments were received.

Staff Recommendations:


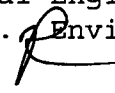
The staff recommends that the Director approve the attached Virginia Water Protection Permit and conditions and direct the staff to issue the VWP Permit Number 00-0057.

The signature of the Permit Manager/Regional Director on the transmittal letter/permit signifies concurrence with this permit action.

MEMORANDUM
DEPARTMENT OF ENVIRONMENTAL QUALITY
TIDEWATER REGIONAL OFFICE

SUBJECT: Permit Package of Virginia Water Protection
Category II Permit No. 00-0057, Long Creek Navigation
Channel

TO: Frank Daniel, Regional Director

FROM: Sheri Kattan, Environmental Engineer, Senior 
via Robert F. Jackson, Jr.  Environmental Manager

DATE: April 25, 2000

COPIES: File

Legal Name, Address: Mr. Phillip J. Roehrs
Office of Beach Management
Municipal Center, Building 2, Room 340
2405 Courthouse Drive
Virginia Beach, Virginia 23456-9031

Application Submitted by: Mr. Robert Hunt
Office of Beach Management
Municipal Center, Building 2, Room 340
2405 Courthouse Drive
Virginia Beach, Virginia 23456-9031

Application: Received: January 18, 2000
Completed: March 21, 2000

Type of Project: The applicant proposes maintenance dredging
of the existing Long Creek Navigation
Channel.

Project Location: Stream: Long Creek
Basin: Chesapeake Bay, Atlantic Ocean, and
Small Coastal
Subbasin: n/a
Section: 3b
Class: II
Special Standards: a, NEW-20

Public Notice: Advertised: March 26, 2000
Comment Period End: April 25, 2000, no
comments received.

O. Unauthorized Discharge of Pollutants

Except in compliance with this permit, it shall be unlawful for the permittee to:

1. Discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances, or
2. Otherwise alter the physical, chemical, or biological properties of such state surface waters and make them detrimental to the public health, or to animal or aquatic life, or to the uses of such waters for domestic or industrial consumption, or for recreation, or for other uses.

9. When the permittee begins or expects to begin to cause the discharge of any toxic pollutant not reported in the application; or
10. When other states were not notified of the change in the permit and their waters may be affected by the discharge.

L. Permit Termination

This permit, after public notice and opportunity for a hearing, is subject to termination. Causes for termination are as follows:

1. Noncompliance by the permittee with any condition of the permit;
2. The permittee's failure in the application or during the permit issuance process to disclose fully all relevant facts or the permittee's misrepresentation of any relevant facts at any time;
3. The permittee's violation of a special or judicial order;
4. A determination that the permitted activity endangers human health or the environment and can be regulated to acceptable levels by permit modification or termination; or
5. A change in any condition that requires either a temporary or permanent reduction or elimination of any discharge of dredged and fill material controlled by the permit.

M. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil and criminal penalties for noncompliance.

N. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Clean Water Act or Sections 62.1-44.34:14 through 62.1-44.34:23 of the State Water Control Law.

K. Permit Modification

The applicant shall notify the Department of Environmental Quality of any modification of this project and shall demonstrate in a written statement to the Department that said modification will not violate any conditions of this permit. If such demonstration cannot be made, the permittee shall apply for a modification of this permit. This permit may be modified when any of the following developments occur:

1. When additions or alterations have been made to the affected facility or activity which require the application of permit conditions that differ from those of the existing permit or are absent from it;
2. When new information becomes available about the operation or discharge covered by the permit which was not available at permit issuance and would have justified the application of different permit conditions at the time of permit issuance;
3. When a change is made in the promulgated standards or regulations on which the permit was based;
4. When it becomes necessary to change final dates in schedules due to circumstances over which the permittee has little or no control such as acts of God, materials shortages, etc. However, in no case may a compliance schedule be modified to extend beyond any applicable statutory deadline of the Clean Water Act;
5. When an effluent standard or prohibition for toxic pollutant must be incorporated in the permit in accordance with provisions of Section 307(a) of the Clean Water Act;
6. When changes occur which are subject to "reopener clauses" in the permit;
7. When the Department of Environmental Quality determines that minimum instream flow levels resulting from the permittee's withdrawal of water are detrimental to the instream beneficial use, the withdrawal of water should be subject to further net limitations or when an area is declared a Surface Water Management Area pursuant to State water Control Law Sections 62.1-242 through 253, during the term of the permit;
8. When the level of discharge of a pollutant not limited in the permit exceeds the level which can be achieved by available methodology for controlling such discharges;

I. Right of Entry

The permittee shall allow authorized State and Federal representatives, upon the presentation of credentials at reasonable times and under reasonable circumstances:

1. To enter the permittee's property, public or private, and have access to, inspect and copy any records that must be kept as part of the permit conditions;
2. To inspect any facilities, operations, or practices (including monitoring equipment) regulated or required under the permit;
3. To sample or monitor any substance, parameter or activity for the purpose of assuring compliance with the conditions of the permit or as otherwise authorized by law.

For the purpose of this section, the time for inspection shall be deemed reasonable during regular business hours. Nothing contained herein shall make an inspection time unreasonable during an emergency.

J. Transferability of Permits

This permit may be transferred to another person by a permittee if:

1. The current permittee notifies the Department of Environmental Quality 30 days prior to the proposed transfer of the title to the facility or property;
2. The notice of the proposed transfer includes a written agreement between the existing and proposed new owner containing a specific date of transfer of the permit responsibility, coverage and liability between them; and
3. The Department of Environmental Quality does not within the 30 day time period notify the existing owner of its intent to modify or revoke and reissue the permit.

Such a transferred permit shall, as of the date of the transfer, be as fully effective as if it had been issued directly to the new permittee.

D. Change in Management of Pollutants

All discharges and other activities authorized by this permit shall be made in accordance with the terms and conditions of this permit.

The permittee shall submit a new application 180 days prior to any modification to their activity which will:

1. Result in a significantly new or substantially increased discharge of dredged or fill material, or a significant change in the nature of the pollutants; or
2. Violate or lead to the violation of the terms and conditions of the permit or the Water Quality Standards of the Commonwealth.

E. Duty to Halt or to Reduce Activity

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

F. Compliance with State and Federal Law

Compliance with this permit constitutes compliance with Virginia Water Protection Permit requirements of the State Water Control Law. Nothing in this permit shall be construed to preclude the institution of any legal action under or relieve the permittee from any responsibilities, liabilities, or other penalties established pursuant to any other State law or regulation or under the authority preserved by Section 510 of the Clean Water Act.

G. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal property rights, nor any infringement of federal, state or local laws or regulations.

H. Severability

The provisions of this permit are severable.

PART II - GENERAL CONDITIONS

A. Duty to Comply

The permittee shall comply with all conditions of the permit. Nothing in the regulations shall be construed to relieve the permittee of the duty to comply with all applicable Federal and State statutes, regulations and toxic standards and prohibitions. Any permit non-compliance is a violation of the Clean Water Act and State Water Control Law, and is grounds for enforcement action, permit termination, revocation, modification, or denial of a permit renewal application.

B. Mitigation Requirements

1. The permittee shall take all reasonable steps to
 - a) avoid all adverse environmental impact which could result from the activity,
 - b) where avoidance is impractical, minimize the adverse environmental impact, and
 - c) where impacts cannot be avoided, provide mitigation of the adverse impact on an in kind basis.

C. Reopener

This permit may be reopened to modify the conditions of the permit to meet new regulatory standards duly adopted by the Board. Causes for reopening permits include, but are not limited to:

1. When State law prohibits conditions in a permit which are more stringent than an applicable effluent limitation guideline;
2. When subsequently promulgated effluent guidelines are modified, and are based on best conventional pollutant control technology; or
3. When the circumstances on which the previous permit was based have materially and substantially changed or special studies conducted by the Department or permittee show material and substantial change since the time the permit was issued and thereby constitute cause for permit modification or revocation and reissuance.

2. All dredging shall be performed by hydraulic methods.
3. Dredging is authorized on an "as needed" basis, with no greater than 20,000 cubic yards removed annually.
4. Dredging is authorized to a maximum depth of -8 feet mean low water to maintain a channel with a 60-foot bottom width.
5. All dredged material shall be hydraulically pumped directly into the City of Virginia Beach Dredged Material Disposal Site, located adjacent to Long Creek.
6. To prevent erosion and scouring of the shoreline, a properly sized riprap apron shall be placed at the outfall pipe at the point of discharge into State waters.
7. The City disposal site shall be properly maintained and operated to ensure that dredged material is properly contained and prevented from re-entry into State waters.
8. The double handling of dredged material in State waters shall not be permitted.
9. State Water Quality Standards (9 VAC 25-260-50) shall not be violated during dredging operations, unless otherwise caused by ambient conditions.
10. If evidence of impaired water quality, such as fish kills, is observed during dredging, dredging operations shall cease and the DEQ shall be notified immediately at (757) 518-2077.
11. No wetlands fill or excavation is authorized by this permit.
12. The DEQ's Virginia Water Protection Permit Program - Tidewater Regional Office shall be notified in writing **ten days** prior to completion of each dredging phase. A post-dredge bathymetric survey of the dredged area shall be submitted within **30 days** following completion of dredging activities.

PART I - SPECIAL CONDITIONS

A. Adherence to Application

The conditions and limitations specified in the Joint Permit Application, dated January 12, 2000, and associated drawings dated December 28, 1999, shall be adhered to.

B. Spill Control

The permittee shall employ measures to prevent spills of fuels or lubricants into State waters. The Department of Environmental Quality must be notified if spills do occur at the Tidewater Regional Office (757) 518-2077 or Department of Emergency Services 1-800-468-8892.

C. Construction Activity

All construction and installation associated with the activity shall be accomplished in such a manner that construction material or waste material is not discharged into State waters.

D. DEQ Notification

The permittee shall advise the Department of Environmental Quality in writing when unusual or potentially complex conditions are encountered which require debris removal or involve potentially toxic pollutants, and shall not take measures to remove the obstruction, material, or toxic pollutant, or change the location of any structure until approval by the Department is received.

E. Permit Expiration

This permit is valid for a maximum of **ten years** from the date of issuance. In accordance with the VWPP Regulation (9 VAC 25-210-80, formerly VR 680-15-02), reapplication must be made no less than 180 days prior to the expiration date of this permit.

F. Dredging and Disposal

1. The DEQ's Virginia Water Protection Permit Program - Tidewater Regional Office shall be notified in writing **ten days** prior to commencement of each dredging phase. Notification shall include a recent pre-dredge bathymetric survey of the area proposed for dredging. Please include your permit number 00-0057 on all correspondence with this office.



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

James S. Gilmore, III
Governor

John Paul Woodley, Jr.
Secretary of Natural Resources

5636 Southern Boulevard
Virginia Beach, VA 23462
Tel# (757) 518-2000
<http://www.deq.state.va.us>

Dennis H. Trea
Director

Francis L. Dan
Tidewater Regional Director

VWP Permit No. 00-0057
Effective Date: April 26, 2000
Expiration Date: April 26, 2010

VIRGINIA WATER PROTECTION PERMIT ISSUED PURSUANT TO THE STATE WATER CONTROL LAW AND SECTION 401 OF THE CLEAN WATER ACT

Based upon an examination of the information submitted by the owner and in compliance with Section 401 of the Clean Water Act as amended (33 USC 1251 et seq.) and the State Water Control Law and regulations adopted pursuant thereto, the Department has determined that there is reasonable assurance that the activity authorized by this permit, if conducted in accordance with the conditions set forth herein, will protect instream beneficial uses and will not violate applicable water quality standards.

Permittee: Mr. Phillip J. Roehrs

Address: City of Virginia Beach
Office of Beach Management
Municipal Center, Building 2, Room 340
2405 Courthouse Drive
Virginia Beach, Virginia 23456-9031

Activity Location: Virginia Beach

Activity Description: The applicant proposes maintenance dredging of the Long Creek Navigation Channel to enable continued utilization of this waterway by commercial and recreational boaters.

The permitted activity shall be in accordance with this cover page, Part I - Special Conditions, and Part II - General Conditions.

Francis L. Dan (R)
Director, Department of Environmental Quality

April 26, 2000
Date